

EPPO's Working Arrangement with the European Court of Auditors

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Why?

‘The European Public Prosecutor’s Office and the ECA share a common interest in maximising efficiency in the fight against fraud, corruption and any other criminal damage to the EU’s financial interests, and in avoiding the duplication of effort wherever possible.’

Aim of the arrangement:

To provide a structured framework for establishing and maintaining a cooperative relationship between both parties, for the purpose of protecting the EU budget.



The arrangement outlines the conditions for the close cooperation by which this can occur.

- Timely collaboration on information transmission
- Access and exchange
- Precautionary measures on the part of the ECA
- The EPPO's access to ECA premises for conducting investigations
- The EPPO's provision of information to the ECA for auditing purposes.



EUROPEAN
COURT
OF AUDITORS



EUROPEAN
PUBLIC
PROSECUTOR'S
OFFICE

WORKING ARRANGEMENT
BETWEEN
THE EUROPEAN COURT OF AUDITORS ("ECA")
AND THE EUROPEAN PUBLIC PROSECUTOR'S OFFICE ("EPPO")

General Provision 3: Initial information

“In line with Article 24 of the EPPO Regulation, ECA shall transmit to the EPPO any information and evidence which come to its attention where it considers the existence of possible criminal conduct in respect of which the EPPO should exercise its competence in accordance with Article 22, Article 25(2) and (3) of the EPPO Regulation.”

EUROPEAN COURT OF AUDITORS

Duty to Cooperate and supply information to EPPO – General Provision 5

1. *Prior to its opening or during an investigation, the EPPO may submit a reasoned request in writing to the ECA to obtain information and relevant documentation.*
2. *The EPPO shall also keep the contact person informed of any subsequent exchange of information with the competent ECA staff.*

16. Data Protection

1. Personal data may only be processed by the ECA or by the EPPO in full compliance with Regulation (EU) 2018/1725 and of Council Regulation (EU) 2017/1939. Both Parties shall ensure that all receipts of personal data, as well as any transfers thereof, are duly logged and traceable, including, where required in line with e.g. the internal implementing rules for the DPO⁴ and internal decisions on restrictions⁵, the grounds for their transfer. No personal data shall be kept longer than necessary for the purpose for which it has been processed, or than required due to other legal obligations.
2. Where a data subject exercises its rights pursuant to Articles 17-23 of Regulation (EU) 2018/1725 or Articles 59, 61 and 62 of the EPPO Regulation in relation to personal data transmitted by the Parties on the basis of the present arrangement, the transmitting Party should be consulted before a decision on the data subject's request is taken. The final decision shall be subsequently notified to the other party.
3. As soon as one of the Parties becomes aware of a data breach concerning personal data transmitted on the basis of the present arrangement, it should inform the other Party accordingly within 48 hours after the identification of the data breach. The communication should describe the nature of the personal data breach as well as any remedial action taken, as appropriate.
4. Any restriction on the use of information exchanged, or instructions relating to deletion or destruction, including possible access restrictions in general or specific terms, shall be respected by the Parties.
5. Unless otherwise indicated, and other than reports provided by ECA in line with the legal obligations under Art. 24 of the EPPO Regulation, personal data exchanged under this arrangement may not be transferred onwards without the express agreement of the other party.

**General Provision 16
also provides for 'Data
Protection'.**